

Admail Distribution Terms & Conditions

1 DEFINITIONS

- (a) “**Actual Campaign Date**” means the actual date on which Admail is supposed to begin which shall be agreed between the Customer and CityPost prior to the Campaign;
- (b) “**Admail**” means unaddressed and homogenous promotional materials, advertisements or notices;
- (c) “**Application Form**” means the application form submitted by the Customer to CityPost for the Service;
- (d) “**Customer**” means the customer of the Service;
- (e) “**Indicative Campaign Date**” means:- the preferred start date of the campaign stated on the Application Form
- (f) “**Service**” means the distribution service of Admail to housing units, landed properties, commercial buildings which fit the Customer’s specifications set out in the Application Form; and
- (g) “**Working Day**” means any day from Monday to Friday (excluding public holidays).

2 SPECIFICATIONS

2.1 Admail must meet the following specifications:

| Size | | Thickness | | Paper Quality |
|----------------------|---------------------------------------|-----------|------|--------------------|
| Min | Max | Min | Max | |
| 140mm (L) x 90mm (W) | 297mm (L) x 210mm (W) (Fold to A5) | 0.2 mm | 7 mm | Not exceeding 8gsm |

3 CONTENT AND NATURE OF ADMAIL

3.1 Admail must be printed with at least 2 colours.

3.2 Admail must not contain content which states, implies or suggests any of the following:

- i) anything illegal, offensive, insulting or immoral; or
- ii) anything dishonest, deceptive or unpatriotic; or
- iii) anything religious or political in nature.

3.3 CityPost shall determine whether any Admail submitted for approval contravenes any criteria listed in Clauses 2.1, 3.1 and 3.2 above and CityPost’s determination in this regard shall be final and binding. Upon CityPost’s determination of any such contravention, CityPost shall have a right but not an obligation to reject the relevant Admail submitted.

Notwithstanding the generality of the foregoing, in the event that any Admail is deemed by CityPost, in its absolute discretion, to be unfit or unsuitable for distribution, CityPost shall have the right at any time to reject such Admail and/or terminate the Service.

4 SELECTION OF POSTAL SECTOR CODES

4.1 Selection of intended recipients for Admail and/or areas where Admail is to be distributed shall be based on the postal sector code.

5 DISTRIBUTION OF ADMAIL

5.1 CityPost shall attempt to deliver the Admail to the units (based on estimated aggregate) according to the agreed distribution list as specified in the Application Form. The Customer acknowledges and agrees that distribution of Admail may not be 100% complete in all situations.

5.2 CityPost shall not be responsible for not distributing the Admail to buildings within such sector that, at the time of distribution, are demolished, in the course of being redeveloped or in any state which makes distribution of Admail to such building impractical or impossible, which shall include, but is not limited to situations where letterboxes are full, faulty, of a version that makes Admail delivery impossible, or where the mail distributor is restricted from delivering Admail, including by building management.

Notwithstanding that

- i) the distribution may not be 100% complete in all situations (as set out in clause 5.1); and / or
- ii) the distribution was impracticable or impossible (as set out in clause 5.2),
- iii) if the Customer provides feedback to CityPost within 3 calendar days from distribution end date, or in the event of dispute on distribution and provide relevant details (e.g. postal codes, addresses etc of alleged non-distribution). CityPost may, in its sole discretion, and on a best efforts basis, perform checks based on the feedback and details provided by the Customer. The parties shall cooperate to investigate and resolve the matter amicably.

5.4 If the quantity of Admail requested by the Customer to be distributed within a postal sector code is less than the units eligible to receive the Admail within that postal sector code, CityPost will distribute the Admail randomly to units within that postal sector code without any selection.

5.5 CityPost will distribute the Admail to intended recipients whose housing units and/or developments allow distribution of unaddressed promotional materials, advertisements or notices.

6 RATES AND CHARGES

6.1 Service charges payable per item, including additional fees are as set and published on application/quotation form by CityPost from time to time. Payment of service charges and additional fees by bank transfer, credit card or cheque shall be made at least 3 working days before Actual Campaign Date. Other payment modes such as cash, cheque, PayPal or cashier's order shall be made upon Actual Campaign Date. Payment of services charges and additional fees may be made by credit terms are as approved by CityPost. All payment methods offered and are available at the discretion of CityPost.

7 DURATION OF SERVICE

7.1 Unless otherwise stated, the Service shall commence on the Actual Campaign Date and shall, unless suspended, revoked or otherwise terminated in accordance with the provisions hereof, terminate upon the completion of the distribution pursuant to Clause 5.

7.2 The suspension, revocation or termination of the Service and/or the Admail Service Terms & Conditions shall be without prejudice to the rights and obligations of the parties that exist on or prior to the date of such suspension, revocation or termination (as the case may be).

8 LIMITATION OF LIABILITY

8.1 Same as set out in clause 5.3, CityPost offers the Admail Service on a 'no liability' basis. The Customer acknowledges that CityPost is not liable for any direct or indirect loss, damage, claim or demand which arises from the provision of the Admail Service, including any loss, damage, claim or demand which may arise from any failure of delivery, of any Admail or the consequences or result thereof.

8.2 For avoidance of doubt, CityPost will not, at any time, be liable for, or accept any liability in respect of, (i) the payment or reimbursement of any printing, production, or lodgement costs incurred by the Customer in respect of articles to be delivered through the Admail Service, or (ii) any claim for lost or reduced profits, earnings, or any damage to reputation which the Customer may allege has arisen as a consequence of any act or omission on the part of CityPost.

8.3 CityPost expressly disclaims all conditions and warranties, express or implied in respect of the Admail Service. Where the law precludes such exclusion and implies certain conditions and warranties into this Admail Service Terms and Conditions, the maximum cumulative liability of CityPost for breach of any applicable term herein shall be limited, at the option of CityPost to either

- (i) supplying the Admail service again; or
- (ii) payment of the cost, or part thereof of having the service supplied again, or
- (iii) the actual loss or damage which must, in all instances, be quantified by the Customer, whichever is the lesser.

8.6 Customers shall check the distributed areas upon receiving the distribution reports from CityPost via SMS/WhatsApp or Email within the same day. If there is any discrepancy, Customer shall feedback to CityPost within the same day itself. CityPost will not take any responsibility of the dispute and claim made thereafter.

9 ENTIRE AGREEMENT

9.1 The Customer shall be bound by and shall fully observe and comply with all the CityPost General Terms & Conditions as well as such other terms and conditions as may be agreed between CityPost and the Customer. The rights and protections conferred on CityPost under these Admail Service Terms & Conditions shall be additional to the rights and protections conferred on CityPost under the CityPost General Terms & Conditions and any other terms and conditions as may be agreed between CityPost and the Customer. In the event that any of these Admail Service Terms & Conditions are inconsistent with the CityPost General Terms & Conditions, these Admail Service Terms & Conditions set out herein shall prevail.